



**ENABLE LEISURE & CULTURE LTD**

**INVITATION TO TENDER  
Volume one**

**FOR CONTRACT  
OF THE CATERING PROVISION  
AT BATTERSEA PARK FIREWORKS**

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### CHAPTER ONE: GENERAL INFORMATION

## 1. Introduction

1. Enable Leisure & Culture Ltd (Enable Ltd) is inviting tenders from qualified and reputable contractors for the provision of outside food and drink, including a licensed bar, at the annual Wandsworth Council’s Battersea Park Fireworks Display.
2. The Contract will be for a period of three years commencing in August 2021, but subject to a one-year break clause, and a three year extension at the absolute discretion of Enable Ltd before the termination of the Contract.
3. For the purposes of this tender, Enable Ltd will be referred to as *the client* and the tenderer referred to as *the contractor*.
4. The award of the Contract will be based upon the most robust, sustainable, and competitively advantageous compliant tender.
5. The Invitation to Tender (“ITT”) documents and supporting documentation are together referred to in this ITT as the “Tender Documents” which includes:
  - 1.5.1 This **Volume 1**: – The Invitation to Tender sets out the background information, specification of Enable Ltd.'s requirements and instructions to Tenderers, in the form of the method statement;
  - 1.5.2 **Volume 2**: - The Form of Tender is to be completed by the Tenderer and submitted to Enable Ltd with all requested supporting documents and materials in compliance with Volume 1’s instructions to Tenderers.
6. Enable Ltd anticipates that the timetable for the letting of the Contract will be as follows:

<b>State</b>	<b>Deadline</b>
Tender document issued	Monday 12th July 2021
Deadline for receipt of questions	Thursday 15th July 2021 <b>12 NOON</b>
Deadline for Tender submission	Thursday 22nd July 2021
Tenderers to be informed of final stage, and possible meeting set up with the client	Week commencing 26th July 2021
Contract awarded – notification to tenderers	Monday 2 <sup>nd</sup> August 2021
Commencement of Contract	August 2021
First fireworks display	Weekend of 6th/7th November 2021

## 2. Outline of Service Requirements

1. To provide food and drink to celebrate Bonfire Night in Battersea Park, SW11, for which an entry fee is charged. The display aims to achieve an audience of 50,000 people per night. The event is one of the largest annual ticketed fireworks display in central London and attracts its audience from across the capital. As such, the catering provision is a significant contributor to the success of the event. The efficient and effective provision of good quality food and drink, with a focus on service and queue management, is fundamental to its continued success.
2. For the first time, Enable Ltd are considering a 2-day event. Day one on the Saturday would be the main event, aimed at an older audience, with the hope they also book after party tickets at Battersea Evolution. Day two on the Sunday, would be aimed at families with children. The tender responses will assume we do proceed with a 2-day event and we will require proposals detailing how the contractor would manage this.
3. The tender is for an anticipated 30-35 catering outlets, for the provision of drink, food and snacks. In 2019, we had 14 x hot food, 4 x hot drinks, 11 x drink/bars and 3 x snack/treats located in 3 areas – one main stretch of outlets and 2 further smaller locations. The food and drink service should commence when the park gates open at 18.00, with the main footfall for food between 18.00 and 20.00 before the display starts. Day 2 will potentially have amended timings, see below. Day 1 and Day 2 do not have to have the same food and drink. A site plan is attached from 2019.
4. The food and drinks menus are not fixed. We are looking for variety which includes all dietary requirements, and provides appropriate, good quality food and drink. In previous years we have served the following:
  - a. Food – burgers, noodles, hotdogs, German sausage, fish and chips, hog roast
  - b. Drinks – general bar, Gin, Mulled wine
  - c. Snacks – doughnuts, churros
3. Enable Ltd has a proven track record for providing high quality services and the successful Tenderer will therefore be required to demonstrate an ability to provide high quality services in all areas covered by the Contract, and to show an on-going commitment to continually improve those standards. Services shall as a minimum comply with statutory requirements, Government regulations, and non-statutory guidance from Government departments and agencies. Performance shall be in accordance with the Contract Conditions and Specification as set out in the Tender Documents and comprising the Contract and shall comply with all Enable Ltd directives notified to the Contractor.

### 3. Contract Conditions

- 3.1 **Equipment & Assets.** The Contractor is to be responsible for the provision of such equipment and assets as are necessary for the proper performance of the Services, and assets employed by the Contractor shall be fit for the purpose of the Contract. This is to include the provision of all vehicles, plant, machinery, equipment and any other resources which may be deemed necessary in order to provide the Services to the Contract Standard. Such provision should also include for effective contingency and back up arrangements in order to ensure delivery of Services at all times.
- 3.2 **Resources and Performance.** The Contractor is required to nominate a Contract Manager and shall ensure that a sufficient number of personnel and managers are available to provide the Services in accordance with the Specification.
- 3.3 **Quality and performance monitoring.** Enable Ltd. will monitor the quality, timeliness and overall performance of the Services provided and will assess the general performance of the Contractor. Enable Ltd may require changes in the Services or in the implementation of the Services. Enable Ltd may implement such changes by written notification. Unsatisfactory performance by the Contractor will result in rectification and/or default notices requiring remedial action and default deductions from Contract payments. In the event of persistent failure to achieve the Contract Standard, Enable Ltd may suspend part of or the entire Contract or terminate the Contract as Enable Ltd deems appropriate.
- 3.4 **Termination and handover.** Enable Ltd may terminate the Contract in specified circumstances set out in the Contract, which largely relate to financial standing and breach of the Contract by the Contractor. The default system also provides for early termination in circumstances of repeated poor performance.
- 3.5 **Pricing, Payment and Modifications.** This tender is offered on a Nil subsidy arrangement whereby there is no cost to the client and the caterer takes all the risk, with the addition of 25% of net sales to be paid to Enable Ltd within 10 working days Of the close of the event.  
The caterers will be expected to develop and recommend the menus and suggest the price point, with Enable Ltd having the final sign off on the menu and prices.  
  
The caterer and the client will agree what reports will be made available post event and this will form part of an agreed and signed contract. The caterer must facilitate a cashless service.
- 3.6 **None negotiable**
- Enable Ltd will provide the Wi-Fi and the power/generators to enable the caterer to operate, including heras panel fencing for generator compounds This service will be charged to the caterer.

- Enable Ltd will provide SIA and overnight security. This service will be charged to the caterer.
- Sponsorship is a key revenue driver for the event and the caterer may be asked to facilitate a particular alcoholic brand if they are the chosen partner. This is critical to the success of the relationship between Enable Ltd and the contractor.
- The caterer will facilitate a cashless payment system and submit complete Z reports for each individual trader to Enable Ltd per each night of the event, no later than 2 days after the event.

## 4 Quality and Environmental Performance

4.1 Enable Ltd gives the utmost priority to attaining the highest quality of service and to continuity of service provision. The Contractor shall therefore ensure that all necessary arrangements have been made to guarantee full and immediate operation of all functions at the commencement of the Contract.

4.2 Whilst Enable Ltd does not require the Contractor to have obtained certification under a recognised quality assurance standard, Tenderers will be expected to offer acceptable assurances or evidence of a capacity to carry out the work in accordance with the requirements of the Specification.

4.3 Enable Ltd is committed to minimising its impact on the environment and continually improving its environmental performance. As part of this commitment Enable Ltd has adopted an Environmental Ambition Statement, Environmental Action Plan and Environmental Purchasing Policy, which can be downloaded from [www.wandsworth.gov.uk/sustainability](http://www.wandsworth.gov.uk/sustainability) and Enable Ltd commends its Principles of Action to all organisations providing a service on Enable Ltd's behalf and in this regard.

## 5 Tenderer's Warranties

In submitting a Form of Tender, the Tenderer warrants and represents and undertakes with Enable Ltd that:

- a) all information, representations and other matters of fact communicated (whether in writing or otherwise) to Enable Ltd by the Tenderer or its employees in connection with or arising out of the Form of Tender and this Tender generally are true, complete and accurate in all respects
- b) it has made its own investigations and research, has satisfied itself in respect of all information given in the completed Form of Tender and that it has not submitted a Form of Tender, and will not have entered into the Contract, in reliance upon

any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by Enable Ltd;

- c) it has full power and authority to enter into the Contract and to carry out the Services and will if requested produce evidence of such to Enable Ltd;
- d) it is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances which may adversely affect such financial standing in the future;
- e) by the Commencement Date it will procure, and during the Contract Period it will have, sufficient working capital, skilled staff, equipment and other resources available to carry out the Services in accordance with the Contract for the Contract Period; and
- f) it has obtained, or will have obtained, by the Commencement Date all and any necessary consents, licences and permissions to enable it to carry out the Services and will from time to time throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the Services.

## **6. Invitations to Tender**

The fact that the Tenderer has been invited to submit a tender does not necessarily mean that the Contractor has satisfied Enable Ltd regarding any matters raised in the questionnaire submitted and notwithstanding that the Tenderer has been invited to tender, Enable Ltd makes no representations regarding the Tenderer's financial stability, technical competence or ability in any way to carry out the Services. Enable Ltd reserves the right to return to those matters as part of the formal Tender evaluation process.

## **CHAPTER TWO: SPECIFICATION**

### **1. Contractor Responsibilities:**

1.1 The Contractor is responsible for the following:

- a) the safe management, operation and delivery of all sold food and drink
- b) all catering staff and sub-contracted staff who provide a service at the event
- c) the design, build, delivery, and removal of the catering infrastructure

- d) the transportation, safety, storage of all required equipment
- e) attending meetings in relation to the event, including production, menu discussions, pricing, safety advisory group meetings, briefing and debrief meetings.
- f) Providing all required health and safety documentation for each trader to Enable Ltd for approval, no less than 2 months prior to the event
- g) maintaining the integrity of the catering area once on site
- h) to work with Enable Ltd in the event of an emergency and be aware of the evacuation plan and emergency procedures for the event.
- i) for ensuring the company has a robust business continuity plan, with adequate staff and equipment storage levels in order to operate the event.
- j) for working in accordance with their method statement and Health & Safety requirements.

## **2. Enable L&C Ltd. (The Client) Responsibilities**

2.1 Enable Ltd. shall be responsible for providing the following resources:

- a) Event management team
- b) Fixed point electrical supplies and on-site electrical support team
- c) Emergency services liaison
- d) First aid cover
- e) All ticketing, stewarding and security staff
- f) Litter clearance

### 3. Venue

- 3.1 Battersea Park is a 200-acre Victorian Park, surrounded on three sides (west, south and east) by a 6 foot iron railing fence and by the River Thames to the North.
- 3.2 There are four large sets of gates; one in each corner of the park that are big enough for vehicle access and egress. Additional information about the park is available on the Council's web site: [www.enablelc.org/parks/battersea-park](http://www.enablelc.org/parks/battersea-park) and a site plan for the event is attached.

### 4. Dates

- 4.1 The planned dates for the fireworks displays (subject to confirmation by Enable Ltd each year) over the Contract Period are as follows:

- 1) Saturday 6<sup>th</sup> November 2021 with the possibility of Sunday 7<sup>th</sup> November 2021
- 2) Saturday 5<sup>th</sup> November 2022 with the possibility of Sunday 6<sup>th</sup> November 2022
- 3) Saturday 4<sup>th</sup> November 2023 with the possibility of Sunday 5<sup>th</sup> November 2023

### 5. Build and Take Down Limitations

- 5.1 In order to minimise disruption to normal park users, catering preparation and build shall not commence before the preceding day (Friday) and all equipment shall be removed by the end of the following day (Sunday, or Monday, if this is a 2 day event). The Contractor shall set up the catering infrastructure at their own cost, scheduled in agreement with Enable Ltd.

### 6. Outline Timings on Display/s Day (subject to change and final agenda)

Friday pre event: Possible access TBC

#### Day One

0630 hrs	Park opens
0700 hrs	Firing Area sealed (latest point)
1300 hrs	All staff event briefing
1500 hrs	Car parks & concessions close
1530 hrs	Fallout Area sealed and park clearance commences
1600 hrs	Clearance of park concludes & gates locked
1700 hrs	Event Control Room opens
1800 hrs	Gates open to the public and food and drink service begins

1930 hrs	Bonfire lit
2000 hrs	Fireworks display commences
2025 hrs	Fireworks display ends
2115 hrs	Last orders at bar
2130 hrs	Catering units close
2145 hrs	Park gates close to public
2200 hrs	Mobile catering units de-rig
2359 hrs	<i>Firing Area clear and security ends only applicable if one day event</i>

### **Day Two**

0630 hrs	Park opens
0700 hrs	Firing Area sealed (latest point)
1200 hrs	All staff event briefing
1400 hrs	Car parks & concessions close
1430 hrs	Fallout Area sealed and park clearance commences
1500 hrs	Clearance of park concludes & gates locked
16:00hrs	Event Control Room opens
17:00hrs	Gates open to the public and food and drink commences
18:30 hrs	Pre event activities commence
19:00 hrs	Fireworks display commences
19:25 hrs	Fireworks display ends
2015 hrs	Last orders at bar
2030 hrs	Catering units close
2045 hrs	Parks gates close to public
2100 hrs	Mobile catering units de-rig
2359 hrs	Firing Area clear and security ends

Overnight access is not possible. We will collectively agree the appropriate number of official site visits once the contract is agreed. However, Battersea is a public park and therefore easily accessible for a visit.

## **CHAPTER THREE: INSTRUCTIONS FOR TENDERING**

### **1. Tender Confidentiality**

- 1.1 All information supplied by Enable Ltd in connection with this Invitation to Tender shall be regarded as confidential by the Tenderer and shall not be disclosed to any other persons except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation of the Tender.

- 1.2 The Tender Documents are and shall remain the property of Enable Ltd. Copyright in and ownership of the Tender Documents (including any drawings and plans) forming part or mentioned or referred to in the Tender Documents shall remain in Enable Ltd.
- 1.3 Tenderers shall not make any copies of the whole or any part of the Tender Documents (other than for obtaining sureties or quotations as aforesaid) except with the prior written consent of Enable Ltd.

## **2. Basis of Tenders**

- 2.1 Tenders are invited on the basis that:
- a) all menu prices quoted in the Tender Documents and all associated documents shall be exclusive of VAT but inclusive of all administrative costs and overheads including without limitation, staff training attendance at meetings, liaison with Enable Ltd's internal and external auditors and other external agencies, and travel, accommodation and subsistence;
  - b) the Contract is for a period of three years, with a one-year break clause, subject to the termination provisions contained therein and subject to the option of extension of a period or periods of up to three years at Enable Ltd's sole discretion before the termination of the Contract
  - c) the successful Tenderer must undertake all preparatory work and must commence full operations under the Contract on the Commencement Date;
  - d) the prices quoted in the Tender Documents: and all correspondence received in connection with the same and all information supplied in response to this Tender in connection with the evaluation of the Tender including all correspondence received in connection with the same, shall not be deemed to be confidential or commercially sensitive or exempt from disclosure under the Freedom of Information Act 2000 and Enable Ltd may disclose the same without limitation including in response to a freedom of information request, in response to a request for a debriefing under the Public Contracts Regulations 2006 and as part of its award process;
  - e) Tenderers shall ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted

- f) Enable Ltd does not bind itself to accept any of the Tenders and may terminate this tender process at any point prior to entry into a legally binding contract; and
- g) Enable Ltd shall not be responsible for any costs, expenses or losses (of whatever nature) incurred by any Tenderer in connection with this tender process.

### 3. Method Statement

3.1 Tenderers are required to incorporate a Method Statement as part of their Tenders describing their detailed proposals for their performance of the Contract and how they intend to work with Enable Ltd to deliver on **quantity, quality, and service levels**, in the performance of the Contract.

This section of the Method Statement shall include, without limitation:

- a) Descriptive summary of the proposed **number and variety of food outlets for day one**, the Saturday main event, to include proposed size, style and proposed staffing and infrastructure. Please include details on how you manage your relationships with various traders, where applicable. This section can be supported with video, visuals and/or photo to demonstrate examples of the proposal.
- b) Descriptive summary of the proposed **number and variety of drink outlets for day one**, the Saturday main event, to include proposed size, style and proposed staffing. This section can be supported with video, visuals and/or photo to demonstrate examples of the proposal.
- c) Descriptive summary of the proposed **number and variety of food outlets for day two**, the Sunday main event, to include proposed size, style and proposed staffing and infrastructure. Please include details on how you manage your relationships with various traders, where applicable. We would like to understand how you would approach the different audience demographic.
- d) Descriptive summary of the proposed **number and variety of drink outlets for day two**, the Sunday main event, to include proposed size, style and proposed staffing.
- e) Descriptive summary of the proposed food menus and price point for day one, Saturday, to include your recommendations on the most appropriate food, to demonstrate variety, the quality, and the environmental and sustainable impact.
- f) Descriptive summary of the proposed drink menus and price point for day one, Saturday, to include your recommendations on the most appropriate drink, to demonstrate variety, the quality, and the environmental and

sustainable impact. To include any amends, you would make to day two, a more family focussed event.

- g) Descriptive summary of your approach to service speed and efficiency, including numbers of staff, service speed, queue management. This is critical because of the large volume of people in a relatively short space of time.
- h) Proposed build, prep and take down timetable.
- i) Roles and responsibilities of all crew working on the event and their catering/hospitality training, experience and qualifications held.
- j) Details of transport, on site storage and security arrangements for alcohol?
- k) Expectation of support required from the client, Enable Ltd

The Method Statement shall include, without limitation:

- l) Tenderer's Health & Safety policy including details of safe systems of work to ensure the safety of all those working at the event
- m) Food safety certificates including PAT and Gas certificates where applicable
- n) Tenderer's risk assessment for the event
- o) Tenderer's proposed layout plan
- p) Tenderer's accident report record for the last 5 years
- q) Employers Liability Insurance certificate
- r) Public Liability Certificate (no less than £5 million)
- s) Tenderers Environmental Policy - we do not support the use of single use plastic and we encourage all traders to use items such as Vegware or other compostable containers

- 3.2 The Tenderer is solely responsible for ensuring that all rights and permissions related to all materials submitted in response to 3.2, or in relation to any part of this Tender, are secured prior to submission of the Tender, or any communications related to the Tender. Enable Ltd accept no responsibility for copyright infringement of any videos, images or visuals shared with Enable Ltd by the Tenderer as part of the tender process. All materials received by Enable Ltd from a Tenderer as part of, or relating to any Form of Tender are for evaluation purposes only and will not be shared with any person or body outside of Enable Ltd, online, placed anywhere in a public forum, or used for any purpose other than for evaluation of the Tender.

#### **4. Freedom of Information**

Enable Ltd is a public authority within the meaning of the Freedom of Information Act 2000 (“2000 Act”). Information in relation to this Tender and all correspondence received may be made available on demand in accordance with the 2000 Act. Subject to paragraph 2(e) of these Instructions for Tendering, Tenderers should state if and why any of the information supplied by them in response to this Invitation to Tender is confidential or commercially sensitive or exempt from disclosure under the 2000 Act. Notwithstanding the foregoing, unless an exemption under the 2000 Act or a duty of confidence applies, information shall be disclosed in accordance with the 2000 Act in response to a freedom of information request where the public interest in favour of disclosure outweighs a Tenderer’s commercial interests in maintaining non-disclosure.

#### **5. Instructions for the Return of Tenders**

5.1 A Tender must be made in accordance with these Instructions for Tendering. Tenders shall be made on the Form of Tender (Volume 2). Tenders shall be signed by the Tenderer and submitted in the manner and by the date and time stated below together with:

- a) the duly completed tender application, signed and dated by the Tenderer, converted to a PDF.
- b) the Tenderer’s Method Statement as required by paragraph 3 of the tender form which can be submitted in a variety of formats – documents, powerpoints etc but must be labelled so we can ensure we know which question you are answering and:
- c) the supporting media files or links as specified, to the appropriate rights having been secured by the Tenderer.

5.2 Tenders shall be submitted via email to [events@enablelc.org](mailto:events@enablelc.org) by 23:59 on Thursday 22nd July 2021 FAO Annabel Dilks. No Tender will be considered if it is not submitted as prescribed in these Instructions for Tendering, including by the due date and time.

5.3 Enable Ltd reserves the right to amend the tendering timetable at any time, but will only increase not reduce the time scale.

#### **6. Rejection of Form of Tender**

6.1 Any Form of Tender submitted by any Tenderer, where the Tenderer:

- a) fixes or adjusts the agreed menu prices shown within or underlying its Tender by or in accordance with any agreement or arrangement with any other person or by reference to any other person’s Tender or communicates to any person other than

Enable Ltd the amount or approximate amount of prices or rates shown in its Form of Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Form of Tender or for the purposes of financing or insurance; or

- b) enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown by any other Tenderer in its Tender; or
- c) offers or agrees to pay or gives or does pay any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's Tender, any act, omission, or thing of the sort described in (a) or (b) above; or
- d) in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1919, Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Sub-section (2) of Section 117 of the Local Government Act 1972; or
- e) has directly or indirectly canvassed any employee, member or official of Enable Ltd concerning the acceptance of any Form of Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Form of Tender submitted by any other Tenderer; shall be rejected by Enable Ltd provided always that such non-acceptance or rejection shall be without prejudice to any civil remedies available to Enable Ltd or any criminal liability which such conduct by a Tenderer may attract.

## **7. Non-Consideration of Form of Tender**

7.1 Enable Ltd may at its absolute discretion refrain from considering any Form of Tender if:

- a) it is not in accordance with the Instructions for Tendering and all other provisions of the Tender; or
- b) the Tenderer makes or attempts to make any variation or alteration to the terms of the Tender or the Contract Conditions except where a variation or alteration is expressly invited or permitted by Enable Ltd in writing; or
- c) the Tenderer does not tender for the provision of the whole of the Services except where the tender for part of the Services is expressly invited or permitted by Enable Ltd in writing; or
- d) it is incomplete or incorrectly completed.

- 7.2 Enable Ltd is not bound to accept any of the Tenders. Enable Ltd will evaluate all Tenders complying with the Tender Documents in accordance with the criteria set out in these Instructions for Tendering.

## **8. Award Criteria**

Tenders will first be checked for compliance with these instructions and for completeness. Whilst Enable Ltd shall be entitled to seek clarification from any Tenderer in order to determine if a Tender is complete or compliant, Tenderers should note that Enable Ltd reserves the right to reject Tenders that are not substantially complete or compliant with these Instructions.